

EXHIBIT K

Page 1

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3 LIBERTY MUTUAL INSURANCE :
4 COMPANY, :
5 Plaintiff :
6 vs. : CIVIL ACTION NO.:
7 THE BLACK & DECKER : 96-10804-DPW
8 CORPORATION, BLACK & DECKER,:
9 INC., BLACK & DECKER (U.S.),:
10 INC., EMHART CORPORATION and:
11 EMHART INDUSTRIES, INC., :
12 Defendants :
13 -----
14 Deposition of RICHARD PATRICK KIDWELL,
15 taken on Tuesday, January 8, 2002 at 10:30 a.m.,
16 at the Law Offices of Miles & Stockbridge, P.C.,
17 10 Light Street, Baltimore, Maryland, before
18 Deborah C. D. Shumaker, Notary Public.
19 -----
20 Reported by:
21 Deborah C. D. Shumaker

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1 A. I think it was pretty much always the
 2 same, is that he insisted on having a policy and
 3 claimed they couldn't find any, their documents.
 4 We said well, we will certainly look to see what
 5 we have, but even if we can't find the policy
 6 itself, here are these other things like the
 7 letters, et cetera, that clearly demonstrate that
 8 you covered Black & Decker, and that should be
 9 good enough for you.
 10 Q. In paragraph 7 you indicate that you
 11 would not have recommended that Black & Decker
 12 enter into a cost-sharing agreement in that form
 13 and referencing the cost-sharing agreement
 14 described in Mr. Schlemmer's affidavit.
 15 Do you see that?
 16 A. Yes.
 17 Q. Why would you not have recommended
 18 Black & Decker enter into a cost-sharing
 19 agreement in that form?
 20 MR. PIROZZOLO: Excuse me. Where are
 21 we in that reference?

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1 an opportunity.
 2 A. Okay. I'm finished.
 3 Q. Did you receive a copy of this letter
 4 in about November 15th, 1991?
 5 A. Yes.
 6 Q. Now, Ms. McCroddan indicates in the
 7 middle of the second paragraph that "ESIS, a
 8 CIGNA Company, has been providing claims services
 9 to Black & Decker since October 1, 1986, and as
 10 such, we will coordinate defense of this suit."
 11 Do you see that?
 12 A. Yes.
 13 Q. Now, what were ESIS's responsibilities
 14 in coordinating the defense of the suit? What
 15 were the elements of that?
 16 A. Well, I think she would be the person
 17 who would talk to the other carriers, keep them
 18 advised as to what was going on, make sure that
 19 they rounded up, as she says in the next
 20 sentence, their policies in the coverages, try to
 21 determine what limits there were, what are the

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1 MR. DUFFY: Paragraph 7.
 2 MR. PIROZZOLO: Paragraph 7? Thank you
 3 very much.
 4 A. Because as stated in the middle of that
 5 paragraph, the draft agreement that was attached
 6 to Mr. Schlemmer's affidavit in one provision
 7 said that the payment of the costs would be final
 8 and not be reallocated, and that would have been
 9 sticking Black & Decker with costs for which they
 10 were not responsible.
 11 Q. Now, at the end of the paragraph you
 12 basically indicate two options, that for a
 13 cost-sharing agreement to be acceptable, it would
 14 have had to either provide that Liberty Mutual
 15 would pay a percentage reflecting the '64 to '79
 16 period, --
 17 A. Right.
 18 Q. -- or, two, that Black & Decker would
 19 be able to seek reallocation based on the period
 20 covering '64 to 1970.
 21 A. Right. If Black & Decker was going to

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1 terms and conditions, if any there were, that
 2 would affect this, and try to be a focal point
 3 for anything having to do with the coverages, et
 4 cetera, of this case so that we didn't have five
 5 or six different insurance carriers trying to
 6 duplicate efforts and off and running and acting
 7 at odds with either themselves or with Black &
 8 Decker.
 9 Q. Now, were ESIS's responsibilities ever
 10 specifically delineated for Liberty Mutual or any
 11 of the other carriers that you know of?
 12 A. I'm not certain I understand your
 13 question.
 14 Q. Did the role of ESIS ever come up in
 15 any of the meetings or conversations you had with
 16 Mr. Schlemmer?
 17 A. I don't recall that.
 18 (Whereupon, Kidwell Deposition
 19 Exhibit No. 4, 1/31/92 Cover Letter to Gentlemen
 20 from McCroddan with Interim Cost-Sharing
 21 Agreement for Mississippi Hearing Loss

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1 pay the '64 to '70 share, then they would have to
 2 have the right to go back and try to recoup that
 3 from Liberty Mutual.
 4 Q. Did you ever communicate your position
 5 on this either/or arrangement to Mr. Schlemmer?
 6 A. Sure.
 7 Q. And when did you first do that?
 8 A. Oh, I can't tell you when it first came
 9 up, but, again, in these telephone conversations
 10 and the meeting in Philadelphia this came up.
 11 Either you pay it, or if we pay it, we want to be
 12 able to come back and get it from you.
 13 MR. DUFFY: I have here a letter. It
 14 is dated November 15th, 1991 that I will ask the
 15 Reporter to mark as the exhibit next to order.
 16 (Whereupon, Kidwell Deposition
 17 Exhibit No. 3, 11/15/91 Letter to Carriers from
 18 McCroddan, marked.)
 19 BY MR. DUFFY:
 20 Q. I just ask that you take a moment to
 21 review the exhibit. Let me know when you've had

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1 Litigation, marked.)
 2 BY MR. DUFFY:
 3 Q. I have just handed the Reporter another
 4 document. It's a letter dated January 31st,
 5 1992, and the Reporter has marked it as the
 6 exhibit next in order.
 7 I just ask that, if you would, please,
 8 take a look at the exhibit and let me know when
 9 you've had a chance to look it over.
 10 A. Okay.
 11 Q. Did you receive this letter on or about
 12 January 31, 1992?
 13 A. Yes.
 14 Q. Now, I note at the top of the second
 15 page at the second and third line on that page,
 16 it indicates "Rick Kidwell of Miles &
 17 Stockbridge, Black & Decker's in-house counsel".
 18 A. Right.
 19 Q. Do you see that?
 20 A. I do see that.
 21 Q. Were you referred to as Black &

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1 testimony earlier?
 2 A. I think that this was just something
 3 that they ran up the flag pole to get the
 4 discussion started and that Linda just put in
 5 there an equal percentage for everybody, so did I
 6 take issue with it? I mean ultimately yeah, we
 7 thought that Liberty Mutual ought to bear a
 8 greater percentage because they had at least, as
 9 I remember out of the time frame that we were
 10 discussing and the way in which we were going to
 11 try to work it, meaning take it by number of
 12 years and assign a percentage on that basis,
 13 then, yeah, ultimately these numbers had to
 14 change.
 15 Q. Do you know why it is that the ESIS
 16 company that represented Black & Decker inserted
 17 the one-fifth allocations in the proposed
 18 agreement?
 19 A. I don't know precisely why, as I say,
 20 other than get the ball rolling and get the
 21 discussions started.

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1 Q. Do you know why it is that Linda
 2 McCroddan put in the one-fifth allocations
 3 initially?
 4 A. I don't.
 5 MR. DUFFY: I have here a letter dated
 6 August 5th, 1992 that I will ask the Reporter to
 7 mark as the exhibit next in order.
 8 (Whereupon, Kidwell Deposition
 9 Exhibit No. 5, 8/5/92 Letter to Schlemmer to
 10 McCroddan with attached Interim Cost-Sharing
 11 Agreement, marked.)
 12 MR. DUFFY: Why don't we take a recess
 13 now.
 14 (Luncheon recess - 11:58 a.m.)
 15 (Afternoon session - 12:20 p.m.)
 16 BY MR. DUFFY:
 17 Q. If you would please review the document
 18 that has just been marked as Exhibit Number 5.
 19 A. Okay. I've looked at it.
 20 Q. Did you receive this document on or
 21 about August 5th, 1992?

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1 A. Yes.
 2 Q. And this is a letter to Alan Schlemmer
 3 on which you are cc'd, right?
 4 A. Correct.
 5 Q. Now, it states, quote, in the third
 6 full sentence that, quote, "You will note Black &
 7 Decker has agreed to consider itself self-insured
 8 for the period of 1964 to 1970 since specific
 9 coverage information has not been located to
 10 date."
 11 Do you see that?
 12 A. I do see that.
 13 Q. Is it correct that as of August 5th,
 14 1992 specific coverage information had not been
 15 located?
 16 A. I will take her at her word, yes, with
 17 my understanding that specific coverage
 18 information means the policies themselves and not
 19 anything else.
 20 Q. With respect to the assertion that
 21 Black & Decker has agreed to consider itself

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1 insured for the period 1964 to 1970, did you have
 2 any discussions with Ms. McCroddan regarding that
 3 issue?
 4 A. Yes.
 5 Q. And when did you have those discussions
 6 with Ms. McCroddan?
 7 A. I'm sure at the meeting back in
 8 February and after that. Whether it was before
 9 that, I don't know. Probably afterwards.
 10 Q. Did you ever contact Mr. Schlemmer
 11 after your receipt of this August 5th, 1992
 12 letter to indicate to him that Black & Decker had
 13 not agreed to consider itself self-insured for
 14 the period 1964 to 1970?
 15 A. Well, don't read too much into that
 16 considering itself self-insured. That was to get
 17 the mechanism in place to pay the Mississippi
 18 lawyers and who would be responsible for what,
 19 but it didn't mean that forever and for all times
 20 that Black & Decker had given up on convincing
 21 Liberty Mutual that the '64 to '70 period was

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1 there and Liberty Mutual's responsibility.
 2 I am referring to my affidavit,
 3 Exhibit 1, that has attached to it my letter of
 4 August 6th, 1992 to Linda McCroddan in which I
 5 state in the first paragraph that "We are still
 6 negotiating with Liberty Mutual about the 1964,
 7 1970 period. That should not prevent us from
 8 meeting and attempting to work out an
 9 arrangement", so for the purposes of moving
 10 forward to reach an ultimate decision, I again
 11 will take Linda at her word that we were going to
 12 do that for the time being but not to make it
 13 final and unallocable, if that's a word.
 14 Q. But, Mr. Kidwell, I am going to refer
 15 you to paragraph 9 of the attached proposed
 16 agreement.
 17 MR. PIROZZOLO: Attached to here?
 18 A. Attached to Exhibit 5.
 19 Q. Which is attached to Exhibit 5.
 20 A. Right.
 21 Q. It indicates that such payments will

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1 not be reallocated. Do you see that?
 2 A. I see that in the middle of that
 3 paragraph after the first couple of sentences it
 4 talks about everybody reserving all the rights
 5 they have and the agreement not creating any
 6 rights or obligations, that the payments will be
 7 final and will not be reallocated and then the
 8 next sentence going on to saying that even though
 9 they won't be reallocated, payment doesn't
 10 constitute an admission or evidence of any
 11 nature, so that whole paragraph is ambiguous,
 12 contradictory.
 13 You know, it basically doesn't make
 14 sense the way it's written.
 15 Q. Well, couldn't it make sense if interim
 16 payments are not - strike that.
 17 Referring you to your letter dated
 18 August 6th, 1992 to Ms. McCroddan, you did not
 19 copy Liberty Mutual on this letter, correct?
 20 A. That's correct.
 21 Q. And why is that?

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1 A. Because this was just telling Linda
 2 that I had gotten her letter and the proposed
 3 agreement but for her to know that it was not
 4 fully agreed upon, that we were still fighting
 5 with Liberty Mutual about that '64 to '70 time
 6 frame and then also, of course, to talk about the
 7 proposed meeting that she had and then a
 8 follow-up and finish-up by talking about the
 9 problems with the London carriers.
 10 Q. Now, did you ever indicate to Liberty
 11 Mutual at any point after this August 5th, 1992
 12 date that the issue of allocation had not yet
 13 been fully agreed upon?
 14 A. Yes. It was -- a running battle is too
 15 strong a word, but this was the continuous back
 16 and forth between Liberty Mutual and I will say
 17 us, including me and the Black & Decker folks, is
 18 that you guys, you Liberty Mutual, should be
 19 covering this time period.
 20 Q. Did that back and forth continue after
 21 the date August 5th, 1992?

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1 A. I think it did.
 2 Q. And what is the basis for your
 3 assertion that you think it did?
 4 A. My recollection is that those
 5 discussions were ongoing even after this proposed
 6 arrangement that Black & Decker wasn't going to
 7 quit on either you pay for it up front, Liberty
 8 Mutual, or if we pay for it, we want to come back
 9 and get it from you because we know that you
 10 covered us back then.
 11 Q. Can you tell me any specific
 12 conversation that happened after August 5th, 1992
 13 in which it was an indication that this issue was
 14 still open?
 15 A. I can't give you specific date, time,
 16 conversation.
 17 Q. Have you seen any correspondence that
 18 indicates that this issue continued after August
 19 5th, '92?
 20 A. I'm looking at Exhibit 2,
 21 Mr. Schlemmer's affidavit, and I don't know if

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1 there was something in there or if it was in his
 2 deposition where he made mention of discussions
 3 in New Orleans about the allocation issue, so I
 4 don't know if those discussions were after August
 5 of '92, but it was, in my mind, again more
 6 evidence that this was this back and forthing
 7 between Black & Decker and Liberty Mutual.
 8 Q. Just so I'm clear, though, because I
 9 thought I heard you say, you don't know if these
 10 discussions happened after August '92; is that
 11 correct?
 12 A. In New Orleans to which he had
 13 referred, and it was either in his affidavit or
 14 his deposition, he had mentioned that there had
 15 been discussions in New Orleans in addition to
 16 that meeting in Philadelphia and telephone
 17 conversations about the allocation
 18 responsibility.
 19 Q. But your New Orleans meetings happened
 20 as early as 1991 and happened during the course
 21 of '92, correct?

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1 A. I believe that to be correct.
 2 Q. So those conversations could well have
 3 happened before the August 5th, 1992 date of
 4 Ms. McCroddan's letter to Mr. Schlemmer?
 5 A. Of Exhibit 5?
 6 Q. Correct.
 7 A. They could have? Sure, they could
 8 have, and they could have been afterwards.
 9 Q. But sitting here today, you don't know
 10 one way or the other?
 11 A. I don't know the specific date and
 12 time, the specific meeting in New Orleans where
 13 these things were discussed, and I can't find, as
 14 I sit here, a reference in his affidavit, and I
 15 don't remember from his deposition, but I do
 16 remember from either the affidavit or the
 17 deposition his making reference to discussions in
 18 New Orleans about it.
 19 Q. Do you recall those discussions in New
 20 Orleans?
 21 A. Again, not the specific date, time and

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1 all of that but as part of the overall theme of
 2 this ongoing discussion with Liberty Mutual.
 3 Q. Can you recall anything specific that
 4 was said by either Mr. Schlemmer or yourself at
 5 these New Orleans discussions?
 6 A. I probably wondered why he was being so
 7 hard-headed and insisting upon a policy that his
 8 company had failed to keep or have any records of
 9 and wouldn't accept, what I was convinced and was
 10 in my mind clear and convincing, the evidence
 11 that they covered Black & Decker from '64 to
 12 '70.
 13 Q. During the period of time that you were
 14 responsible for the Mississippi hearing loss
 15 litigation, did Liberty Mutual make any payment
 16 of defense costs during that period of time?
 17 A. I don't remember.
 18 Q. Did you ever have any discussions with
 19 respect to whether Liberty Mutual would be
 20 responsible for paying Miles & Stockbridge's
 21 defense costs in connection with the Mississippi

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1 hearing loss litigation?
 2 A. We weren't -- my appearance wasn't
 3 entered nor was any Miles & Stockbridge
 4 appearance entered in the Mississippi cases that
 5 I can remember, so there weren't any direct,
 6 quote, unquote, costs for the Mississippi defense
 7 from Miles & Stockbridge. Our services were
 8 being rendered to Black & Decker who was paying
 9 our bills, so I don't remember any discussion
 10 about the carriers having to compensate us,
 11 meaning Miles & Stockbridge, or reimburse Black &
 12 Decker for bills paid to Miles & Stockbridge.
 13 MR. DUFFY: I have another exhibit that
 14 I will ask the Reporter to mark as the exhibit
 15 next in order. It's a June 18th, 1993 letter
 16 from Linda McCroddan to Alan Schlemmer, among
 17 others.
 18 (Whereupon, Kidwell Deposition
 19 Exhibit No. 6, 6/18/93 to Carriers from
 20 McCroddan, marked.)
 21 BY MR. DUFFY:

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1 fact call Miles & Stockbridge other than the fact
 2 that you weren't here at the time?
 3 MR. PIROZZOLO: Objection.
 4 A. I don't know whether he called Miles &
 5 Stockbridge, but his statement is I contacted
 6 Richard Kidwell of Miles & Stockbridge and I know
 7 for a fact that it did happen, so whether he
 8 called and did whatever, I have no idea.
 9 Q. Did Mr. Schlemmer have your telephone
 10 number, though? Had he called you in the past?
 11 A. He must have. He must have had my
 12 number, and I know we talked to each other in the
 13 past. Again, whether I called him or he called
 14 me, I don't remember.
 15 Q. And had you been his principal contact
 16 at Miles & Stockbridge for this matter?
 17 A. At Miles & Stockbridge, yes.
 18 Q. And at the time when you left Miles &
 19 Stockbridge and you shortly before that shifted
 20 the case over to Mr. Sweeney, did you make any
 21 efforts to inform carriers, et cetera, of your

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1 signatures was always just a formality, that's
 2 not my recollection, that there were these
 3 ongoing discussions about specifically the '64 to
 4 '70 period and that if Liberty Mutual wasn't
 5 going to pay it, then Black & Decker wanted to
 6 have a way to get the money back that it would
 7 have to be paying on Liberty Mutual's behalf, so
 8 I would say, I have said, I will say that I
 9 disagree with that.
 10 Q. Can I invite your attention to
 11 paragraph 27. It's right above the same page.
 12 A. Yes.
 13 Q. Do you notice that Mr. Schlemmer refers
 14 to the date of November 3, 1992 --
 15 A. Yes.
 16 Q. -- executing something?
 17 A. I do see that.
 18 Q. Does that help you remember in the
 19 light of other correspondence that you have had
 20 before you in the deposition about when you
 21 talked with Mr. Schlemmer in New Orleans?

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1 departure?
 2 A. I remember John accompanying me to a
 3 New Orleans meeting and making introductions at
 4 the New Orleans meeting as to who he is and what
 5 his role would be with carriers and other
 6 defendants and counsel and all that. I can't
 7 tell you when that meeting was. It had to have
 8 been sometime in 1993, so that's how I would have
 9 let people know that, hey, John is going to be
 10 doing this, running this, he's the one you will
 11 need, he'll be needing to talk to going forward.
 12 Q. Now, your number at the Towsen office
 13 of Miles & Stockbridge at the time, actually you
 14 did have a direct dial, I see?
 15 A. Right.
 16 Q. Do you know what happened if you called
 17 that direct dial after you had left?
 18 A. No.
 19 MR. DUFFY: I have nothing further.
 20 Jack?
 21 MR. PIROZZOLO: I've got a couple of

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1 A. That paragraph alone doesn't do it.
 2 Q. Is there anything else that --
 3 A. I think maybe there was something in
 4 his deposition where he made reference to when
 5 the discussions were, but without the deposition
 6 or thumbing through it, I can't be more specific,
 7 and this November date of '92, I'm sorry.
 8 Q. He uses the phrase "memorialization of
 9 the cost-sharing agreement" as a phrase.
 10 A. I do see that.
 11 Q. You are an attorney, a lawyer?
 12 A. Yes.
 13 Q. So you understand the meaning of
 14 memorialization of the cost-sharing agreement?
 15 A. Yes.
 16 MR. DUFFY: Objection.
 17 A. Sorry. Yes.
 18 Q. Do you agree or disagree with the
 19 statement that whatever was attached as Exhibit I
 20 was a memorialization of a cost-sharing
 21 agreement?

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1 questions.
 2 MR. DUFFY: Sure.
 3 EXAMINATION BY MR. PIROZZOLO:
 4 Q. Mr. Kidwell, can I ask you to look at
 5 the Schlemmer affidavit.
 6 A. My Deposition Exhibit Number 2?
 7 Q. Yes. Can I ask you to turn to
 8 paragraph 30.
 9 A. Paragraph 30? Yes.
 10 Q. Mr. Duffy asked you a question earlier
 11 in the deposition as to whether there were items
 12 in Mr. Schlemmer's affidavit with which you
 13 disagreed.
 14 A. I remember that.
 15 Q. I am inviting your attention to
 16 paragraph 30. Could you tell us whether that
 17 contains statements with which you agree or
 18 disagree.
 19 A. That first sentence where it said the
 20 parties had agreed to the terms of the
 21 cost-sharing agreement and the gathering of

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1 MR. DUFFY: Objection to form. You can
 2 answer.
 3 A. Yes. I disagree that it was -- there
 4 were bits and pieces of an overall agreement that
 5 had been agreed upon, so there were certain terms
 6 that people were agreeable to, but not an
 7 overall, all-encompassing cost-sharing agreement.
 8 Q. As of November 3rd had an oral
 9 cost-sharing agreement been entered into as to
 10 which there could be a written memorialization?
 11 A. Again, not an overall, all-encompassing
 12 cost-sharing agreement.
 13 Q. And would it be correct that the main
 14 issue was that which arises out of the language
 15 of paragraph --
 16 MR. DUFFY: I think you are looking at
 17 paragraph 9, Jack.
 18 MR. PIROZZOLO: Yeah.
 19 Q. Paragraph 9.
 20 MR. DUFFY: But I will object to the
 21 form.

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1 MR. PIROZZOLO: Let me finish the
 2 question. Thank you for the help.
 3 Q. I know it is paragraph 9, but I want to
 4 get the reference. It's attached to Exhibit 5.
 5 A. Yes.
 6 Q. Is it correct that the main point of
 7 disagreement was the disagreement regarding the
 8 document that is attached as Exhibit 5 was the
 9 language of paragraph 9?
 10 MR. DUFFY: Same objection.
 11 A. The answer is yes.
 12 Q. What was there about the language of
 13 paragraph 9 that was the point or a point of
 14 disagreement?
 15 A. Well, as I pointed out in the previous
 16 answer, the language is ambiguous, contradictory,
 17 but it doesn't set forth what was the whole issue
 18 between Black & Decker and Liberty Mutual here,
 19 and that is either Liberty Mutual agrees to pay
 20 for the '64 to '70 time period or if they will
 21 not agree to it, that Black & Decker, while

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1 bearing those expenses initially, will have a
 2 mechanism to try to recoup those payments from
 3 Liberty Mutual, I believe.
 4 Q. Earlier in your testimony you described
 5 paragraph 9 as, I don't know if they were your
 6 exact words, but having some inherent
 7 contradiction.
 8 A. Yes.
 9 Q. Could you explain what you mean by
 10 that.
 11 MR. DUFFY: Objection to the form, but
 12 you can answer.
 13 A. The beginning of that paragraph 9
 14 purports to let anybody reserve any rights that
 15 it has or they have and that it is not creating
 16 any rights or obligations on anybody. Then it
 17 seems to take all of that away by saying that any
 18 payments made are final and will not be
 19 reallocated.
 20 Then it goes on to take away from that
 21 by saying that even though we are not going to

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1 reallocate the payments, that doesn't serve as
 2 any evidence or admission that anybody owes
 3 anything to anybody else, so you go from one end
 4 to the other and back again.
 5 Q. Did you ever recommend that Black &
 6 Decker execute the cost-sharing agreement
 7 attached to Exhibit 5?
 8 A. No.
 9 MR. PIROZZOLO: I have no other
 10 questions. Are we done?
 11 MR. DUFFY: Yes.
 12 MR. PIROZZOLO: You should read it.
 13 (Examination concluded - 1:00 p.m.)

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1 CERTIFICATE OF DEPONENT
 2
 3 I hereby certify that I have read and
 4 examined the foregoing transcript, and the same
 5 is a true and accurate record of the testimony
 6 given by me.
 7
 8 Any additions of corrections that I feel are
 9 necessary, I will attach on a separate sheet of
 10 paper to the original transcript.
 11
 12
 13 RICHARD PATRICK KIDWELL
 14
 15
 16
 17
 18
 19
 20
 21

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1 STATE OF MARYLAND SS:
 2 I, DEBORAH C. D. SHUMAKER, a Notary Public
 3 of the State of Maryland, do hereby certify that
 4 the within named, personally appeared before me
 5 at the time and place herein set out, and after
 6 having been duly sworn by me, was interrogated by
 7 counsel.
 8 I further certify that the examination was
 9 recorded stenographically by me and this
 10 transcript is a true record of the proceedings.
 11 I further certify that the stipulations
 12 contained herein were entered into by counsel in
 13 my presence.
 14 I further certify that I am not of counsel
 15 to any of the parties, nor an employee of
 16 counsel, nor related to any of the parties, nor in
 17 any way interested in the outcome of this action.
 18 As witness my hand and notarial seal this
 19 ^day of ^MONTH, 2002.
 20 My commission expires
 21 July 1, 2002 Notary Public